

Terms of Sale / Order Agreement

Sales Agreement

THIS SALES AGREEMENT BETWEEN:

(the 'Seller') SUNSHINE Network Homes, Inc 1174 Cornucopia St NW Suite 250 Salem Oregon 97304 U.S.A.

OF THE FIRST PART

- AND -

(the "Buyer") (Print full legal first, middle, last name)

(shipping address for supplies to be delivered)

OF THE SECOND PART

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Terms of Sales / Order Agreement the parties to this Agreement agree as follows:

1) Sale of Goods

- a) The Seller will sell, transfer and deliver to the buyer the following goods (the 'Goods'):
SUNSHINE Cottage Home Kit™ model home or home's ordered through company web site (www.sunshinehomekits.com) purchase page.

2) Purchase Price

- a) The Buyer will accept the Goods and pay hold order deposit for the Goods ordered at final purchase price posted reflected after any options or selected on company web site as required in this agreement.
- b) the remainder of the purchase price / balance due will be paid in three final payments as outlined in this agreement.

- c) The Seller and the Buyer both acknowledge the sufficiency of this consideration. In addition to the purchase price specified in company web site purchase page / payment portal agreement, the amount of any present or future sales, use, excise or similar tax applicable to the sale of the Goods will be paid by the Buyer, or alternatively, the Buyer will provide the seller with a tax exemption certificate acceptable to the applicable taxing authorities.
- d) Buyer will pay 1st (1 of 4 total payments) payment of \$5,000.00 for hold order deposit for each SUNSHINE Cottage Home Kit™ ordered.
- e) The Buyer will make the remaining payments for the outstanding balance due on goods as outlined in this agreement.

3) Ordering Procedures:

- a) Buyer selects the quantity of each SUNSHINE Cottage Home Kit™. Buyer pays upfront a \$5,000.00 hold order deposit for each home KIT ordered on web site payment portal.
- b) Buyer is not authorized by seller to donate, sell, copy or share any of seller SUNSHINE Cottage Home Kit™ models pre-engineered structural building plans with any 3rd party through regular print or any and all digital forms of communication without the express written consent of the seller.
- c) Seller will coordinate the ordering, fulfillment and delivery process for each buyer building materials, appliances and fixtures through the closest, The Home Depot and or LOWE'S home improvement stores to buyer build site.
- d) Buyer will be notified of which Home Depot or LOWE'S store order will be fulfilled through and where buyer can verify and check on any pending orders and or adjust buyer shipping, delivery date.
- e) Seller operates as a preferred "pro desk" customer where seller will perform, act as one (1) customer to all The Home Depot and LOWE'S company stores where seller will process all their buyer orders through.
- f) Buyer will not circumvent the order procurement process of any and all building supplies or seller SUNSHINE Cottage Home™ KITS without the express written consent of the seller.
- g) It is the buyer responsibility to begin the building permit process with buyer respective city building and planning department or county by submitting the seller SUNSHINE Cottage Home Kit™ complete pre-engineered building plans.
- h) In order to create a more efficient building process where each phase dove tails into the next, with maximum efficient use of time the seller suggest when buyer foundation is complete or almost complete the buyer begin the process of the first of three deliveries.
- i) Buyer makes a total of 4-separate payments for all goods.
- j) The 2nd 3rd and 4th payment will be for three separate ground shipments of building supplies delivered to the buyer build site where each delivery invoice will reflect the outstanding balance due less the \$5,000.00 original hold order deposit.
- k) Buyer will pay seller by cashier's check drawn on any U.S. bank (no personal checks or money orders will be accepted).

- l) Buyer will receive three separate advanced invoices containing a detailed material list for each shipment of supplies prior to submitting payments.
 - m) The payment for each invoice can be delivered to seller two ways. (**NOT by credit, debit card website payment portal**) 1) Bank wire transfer or 2) Cashier's check mailed to seller Salem office address via FedEx or UPS registered courier signature required.
 - n) Bank wire: Contact seller directly to transfer funds by bank wire.
 - o) Cashier's check: made out to SUNSHINE Network Homes, Inc.
 - p) Mail to: 1174 Cornucopia St NW Suite 250 Salem, Oregon 97304 United States.
 - q) Office: (503) 587-7954 / don@vanluecpa.com Attention CFO / Treasurer Don Vanlue.
 - r) **Buyer 1st shipment of supplies** will include framing for walls, roof trusses, floor joist, windows, doors, vapor wrap, bathroom fixtures, exterior siding, paint, roofing materials, rough in plumbing and electrical etc.
 - s) **Buyer 2nd shipment of supplies** will include interior dry wall, paint, all molding, flooring etc, that can be scheduled for delivery when 1st shipment of supplies is completely dried in where 2nd shipment of supplies can be placed securely inside framed structure.
 - t) **Buyer 3rd and final shipment of supplies** will include all appliances, bathroom vanity, kitchen cabinets, all interior lighting fixtures etc.
 - u) Buyer will always have the option to request all three separate shipments delivered at one time.
- 4) Delivery of Goods
- a) The Goods will be deemed received by the buyer when delivered to the buyer build site at the delivery address stated and signed by the buyer. The method of shipment will be conducted by the closest The Home Depot and or LOWE'S home improvement store to the buyer delivery address.
- 5) Warranties
- a) The Seller assigns to the buyer all manufactured warranties for appliances, fixtures and building materials from original manufactured stated warranties sourced through The Home Depot or LOWE'S home improvement stores.
 - b) The seller warrants that the Goods will be fit for the purpose for which such goods are ordinarily intended.
 - c) EXCEPT FOR THE ABOVE WARRANTIES, NO OTHER WARRANTY (WHETHER EXPRESSED, IMPLIED OR STATUTORY) IS MADE BY THE SELLER REGARDING THE GOODS.
- 6) Title
- a) Title to the Goods will remain with the seller until delivery and actual receipt of the goods has been confirmed received by the buyer.

7) Interest

- a) The seller retains a security interest in the goods until paid for in full by the buyer and delivered to buyer building site and signed received by the buyer.

8) Inspection

- a) Inspection of all goods will be made by the buyer or buyer's agent at the time and place of delivery.

9) Claims

- a) The buyer's failure to give notice of any claim within 14-days from the date of the actual delivery of goods will constitute an unqualified acceptance of the goods and a waiver by the buyer of all claims against the seller with respect to the goods.

10) Excuse for Delay or Failure to Perform

- a) The Seller will not be liable in any way for any delay, non-delivery or default in shipment due to third party labor disputes, transportation shortage, delays in receipt of material, priorities, fires, accidents and other causes beyond the control of the seller or its suppliers. If the seller, in its sole judgment, will be prevented directly or indirectly, on account of any cause beyond its control, from delivering the goods at the time specified or within two months after the date of this agreement, then the seller will have the right to terminate this agreement by notice in writing to the buyer, which notice will be accompanied by full refund of all sums to the buyer pursuant to this Agreement.

11) Remedies

- a) The buyer's exclusive remedy and the seller's limit of liability for any and all losses or damages resulting from defective goods or from any other cause will be for the purchase price of the particular delivery with respect to which losses or damages are claimed.

12) Cancellation

- a) The seller reserves the right to cancel this agreement at any time.
- b) If the buyer fails to pay for any shipment when invoice is due.
- c) In the event of the buyer's insolvency or bankruptcy.
- d) If the seller deems that its prospect of payment is impaired.

13) Mediation and Arbitration

- a) If any dispute relating to this Agreement between the Seller and the Buyer is not resolved through informal discussion within 90 days from the date a dispute arises, the parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the parties. Any mediator or arbitrator must be a neutral party acceptable to both the seller and the buyer. The cost of any mediations or arbitrations will be shared equally by the parties.

14) Additional Provisions

- a) Buyer has 72-hours 3-days to cancel their order. If for any reason buyer decides to cancel order buyer will be required and responsible to notify seller via email before the 72 hour/ 3-day grace period has expired. Buyer simply states in the body of the email that buyer would like to cancel order. Once seller has received time stamped cancellation order via email, seller will immediately refund hold order deposit to buyer less 2.9% original transaction fee.
- b) After 72-hours has passed and no cancelation of order has been received by the seller than a copy of the completed engineered drawings for each SUNSHINE Cottage Home Kit™ ordered will be emailed to the buyer.
- c) At any time, if buyer cancels any order after the 72-hours and after a complete set engineered drawings have been delivered to the buyer than it will be required of the buyer to delete and destroy all buyers copy of said engineering plans immediately upon receipt of their due refund as stated herein.
- d) If buyer does not cancel their order or orders within the 72-hour / 3-day grace period, which starts at the time of the hold order deposit had been processed, by notifying the seller in writing via email at purchase@sunshinehomekits.com than buyer order will begin to be processed by seller. The buyer total hold order deposit of \$5,000 per home KIT will not be refundable. In the event buyer places an order for more than one SUNSHINE Cottage Home Kit™ / \$15,000.00 = three-home KITS orders) and buyer decides to cancel order after the 72-hours has passed than a maximum of \$6,000.00 will not be refundable plus 2.9% original total transaction fee. All remaining hold deposit funds will be refunded immediate to buyer.
- e) If buyer decides to cancel their order during any stage during the three ground deliveries and (prior to actual delivery) and where funds have already been submitted to seller per respective invoices than the buyer will receive a full refund for all funds paid to seller as stated less an additional \$500.00 per each SUNSHINE Cottage Home Kit™ ordered in restocking, labor, service fees.
- f) If the buyer decides to cancel their order after any one of the three deliveries have been received at buyers build site than it will be the buyer's responsibility to personally coordinate the return of all the delivered supplies / goods back to closest The Home Depot or LOWE'S store.
- g) The buyer will be licensed to build one (1) SUNSHINE Cottage Home Kit™ for the exact number purchased. Example: If buyer purchased #10-SUNSHINE Cottage Home Kits™ of

any model combination than buyer will be licensed to build only #11 SUNSHINE Cottage Homes Kits™ / not twelve or more.

- h) Additional cost: The buyer could incur additional cost above sellers published SUNSHINE Cottage Home Kit™ prices at any time during the ordering fulfillment process that may be reflected by A) unexpected increase in sellers cost. B) enhanced engineering of existing engineered home plans in order to account for possible wind, snow or earthquake, seismic reinforcement that may be determined on a case by case basis, per building codes within the jurisdiction over the buyers build site location.
- i) Appliances, fixtures or other building materials SKUS items could be replaced at any time without notice with a similar, different SKU due to some suppliers that may change or cancel their product SKUS or where Home Depot or LOWE'S stores located in different markets may not have the exact same SKU selection offered in other markets.

15) Hold Harmless Agreement

- a) This HOLD HARMLESS AGREEMENT. SUNSHINE Network Homes, Inc (hereinafter, "SNHI"), of 1174 cornucopia street, Salem, Oregon 97304. are sometimes individually referred to as "Party" "buyer" and collectively referred to as the "Parties."
- b) WHEREAS, buyer to hold harmless SNHI from any claims and/or litigation arising out of SNHI's actions in connection with Delivery of SUNSHINE Cottage Home Kit™ all materials, supplies, appliances, fixtures.
- c) NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, buyer and seller hereby agree as follows:
- d) Buyer shall fully defend, indemnify, and hold harmless the seller from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of seller, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers . This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to buyer for all legal fees, expenses, and costs incurred by it.
- e) Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.
- f) Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

- g) Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
- h) Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.
- i) Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Oregon law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Oregon law.
- j) Applicable Law. This Agreement shall be governed exclusively by the laws of Oregon, without regard to conflict of law provisions.
- k) Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Oregon. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

16) General Provisions

- a. Headings are inserted for the convenience only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- b. All representations and warranties of the Seller contained in this Agreement will survive the closing of this Agreement.
- c. The buyer may not assign its right or delegate its performance under this Agreement without the prior written and signed consent of the seller, and any attempted assignment or delegation

without such consent will be void. An assignment would change the duty imposed by this Agreement, would increase the burden or risk involved and would impair the chance of obtaining performance or payment.

- d. This Agreement cannot be modified in any way except in writing by all the parties to this Agreement.
- e. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, including the Oregon Uniform Commercial Code and the seller and the buyer hereby attorn to the jurisdiction of the Courts of the State of Oregon
- f. Except where otherwise stated in this Agreement, all terms employed in this Agreement will have the same definition as set forth in the Uniform Commercial Code in effect in the State of Oregon on the date of execution of this Agreement.
- g. If any clause of this Agreement is held unconscionable by any court of competent jurisdiction, arbitration panel or other official finder of fact, the clause will be deleted from this Agreement and the balance of this Agreement will remain in full force and effect.
- h. This Agreement will inure to the benefit of and be binding upon the seller and the buyer and their respective successors and assigns.
- i. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- j. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise. The buyer acknowledges that it has not relied upon any representations of the seller as to prospective performance of the Goods, but has relied upon its own inspection and investigation of the subject matter.

IN WITNESS WHEREOF the parties have completely agreed to the Terms of Sale / Order Agreement and have executed their signatures below.

Agreement on this _____ day of _____, 20____

(seller)

[SUNSHINE Network Homes, Inc](#)

(buyer)

SIGNATURE:
